



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES
BURTON M. CROSS BUILDING, 3RD FLOOR
78 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0078

SERVING THE PUBLIC AND DELIVERING ESSENTIAL SERVICES TO STATE GOVERNMENT

PAUL R. LePAGE
GOVERNOR

ALEXANDER E. PORTEOUS
COMMISSIONER

May 29, 2018

Bangor Holdings, LLC
2402 Route 2, Suite G
Hermon, Maine 04401

RE: State of Maine Closing Documents for State Hospital Drive, Bangor

Dear Mr. Ellis:

Enclosed please find the State of Maine executed closing documents for the sale of the 2.694 acre lot known as the future forensic facility in Bangor from the State of Maine to Bangor Holdings LLC. Please note these have been signed in anticipation of the Buyer executing all closing documents as verified by the Buyer by May 29, 2018, at which time a check payable to Treasurer, State of Maine will be given to the State for the sum of \$56,200.00 as identified in the attached Closing Statement.

However, if the closing does not occur as planned on or before the closing date as agreed, the documents signatures shall be considered null and void, and this package of documents shall promptly be returned to the Seller. Enclosed are the following executed documents:

- i.) Closing Statement
- ii.) Disbursement Statement
- iii.) Maine Revenue Services Real Estate Transfer Tax Declaration
- iv.) Form REW-3
- v.) Important Notice about property taxes for Buyers and Sellers
- vi.) Title Insurance
- vii.) Quitclaim Deed without covenant w/exhibit A

Please do not hesitate to contact John Blais in our office at john.a.blais@maine.gov should you have any questions regarding this transaction.

Sincerely,

Alexander E. Porteous, Commissioner
Department of Administrative and Financial Services

cc: Gilbert M. Bilodeau
Chris Paszyc

Enclosures - Hand delivered

Seller:	Seller's Closing Statement	
Buyer:	State of Maine	
Date:	Bangor Holdings, LLC	
Property	29-May-18	
Purchase Price	State Hospital Drive, Bangor	\$ 60,000.00
Less:	Legal Fees - Central Maine Title Company	\$ (200.00)
	Broker Commission	\$ (3,600.00)
Total Due Seller:		\$ 56,200.00

Seen & Agreed:

State of Maine
Department of Administrative & Financial Services

By:



Its:

Commissioner

Seller:	Buyer's Closing Statement	
Buyer:	State of Maine	
Date:	Bangor Holdings, LLC	
Property	29-May-18	
Purchase Price	State Hospital Drive, Bangor	\$ 60,000.00
Less:	Deposit	\$ (5,000.00)
Plus:	Transfer Tax	\$ 132.00
	Recording Fee Penobscot Registry	\$ 28.00
	Title Insurance Premium	\$ 180.00
	Legal Fees - Rudman Winchell	POC
Total Due from Buyer:		\$ 55,340.00

Seen & Agreed:

Bangor Holdings, LLC

By:

Thomas G. Ellis

Its: Manager

Disbursement Statement

Seller:

State of Maine

Buyer:

Bangor Holdings, LLC

Date:

29-May-18

Property

State Hospital Drive, Bangor

Purchase Price

\$ 60,000.00

Incoming Funds:

Funds from Buyer

\$ 55,340.00

Depsit from Broker

\$ 5,000.00

Total Incoming Funds:

\$ 60,340.00

Outgoing Funds:

State of Maine

\$ 56,200.00

Central Maine Title Company

\$ 200.00

Penobscot County Registry of Deeds

\$ 160.00

Rudman Winchell (Title Premium)

\$ 180.00

Bolous Company

\$ 3,600.00

Total Outgoing Funds:

\$ 60,340.00



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**MAINE REVENUE SERVICES
REAL ESTATE TRANSFER TAX
DECLARATION**

TITLE 36, M.R.S.A. SECTIONS 4641-4641N

PLEASE TYPE OR PRINT CLEARLY1. COUNTY
PENOBSCOT**DO NOT USE RED INK!**2. MUNICIPALITY/TOWNSHIP
BANGOR

BOOK/PAGE—REGISTRY USE ONLY

3. GRANTEE/ PURCHASER	3a) Name (LAST, FIRST, MI) BANGOR HOLDINGS, LLC		3b) SSN or Federal ID	
	3c) Name (LAST, FIRST, MI)		3d) SSN or Federal ID	
	3e) Mailing Address 2402 ROUTE 2, SUITE G 3f) City HERMON 3g) State ME 3h) Zip Code 04401			
4. GRANTOR/ SELLER	4a) Name (LAST, FIRST, MI) STATE OF MAINE, DEPARTMENT OF		4b) SSN or Federal ID	
	4c) Name (LAST, FIRST, MI) ADMINISTRATIVE AND FINANCIAL SERVICES		4d) SSN or Federal ID	
	4e) Mailing Address 77 STATE HOUSE STATION 4f) City AUGUSTA 4g) State ME 4h) Zip Code 04333			
5. PROPERTY	5a) Map Block Lot Sub-Lot R63 8		Check any that apply: <input type="checkbox"/> No tax maps exist <input type="checkbox"/> Multiple parcels <input checked="" type="checkbox"/> Portion of parcel	
	5c) Physical Location		5b) Type of property—Enter the code number that best describes the property being sold . (See instructions) 5d) Acreage:	
6. TRANSFER TAX	6a) Purchase Price (If the transfer is a gift, enter "0")		6a) \$ 60000.00	
	6b) Fair Market Value (enter a value only if you entered "0" in 6a) or if 6a) was of nominal value)		6b) \$.00	
	6c) Exemption claim - <input checked="" type="checkbox"/> Check the box if either grantor or grantee is claiming exemption from transfer tax and explain. Grantor is exempt (State of Maine)			
	7. DATE OF TRANSFER (MM-DD-YYYY) MONTH DAY YEAR		8. WARNING TO BUYER—If the property is classified as Farmland, Open Space or Tree Growth, a Substantial financial penalty could be triggered by development, subdivision, partition or change in use. <input type="checkbox"/> CLASSIFIED	
9. SPECIAL CIRCUMSTANCES—Were there any special circumstances in the transfer which suggest that the price paid was either more or less than its fair market value? If yes, check the box and explain: <input type="checkbox"/>		10. INCOME TAX WITHHELD—Buyer(s) not required to withhold Maine income tax because: <input checked="" type="checkbox"/> Seller has qualified as a Maine resident <input type="checkbox"/> A waiver has been received from the State Tax Assessor <input type="checkbox"/> Consideration for the property is less than \$50,000		
11. OATH	Aware of penalties as set forth by Title 36 §4641-K, we hereby swear or affirm that we have each examined this return and to the best of our knowledge and belief, it is true, correct, and complete. Grantee(s) and Grantor(s) or their authorized agent(s) are required to sign below: Grantee _____ Date _____ Grantor <i>[Signature]</i> Date 5-28-18 Grantee _____ Date _____ Grantor _____ Date _____			
12. PREPARER	Name of Preparer Central Maine Title Company Mailing Address 78 Winthrop Street Augusta, Maine 04330		Phone Number (207) 622-7505 E-Mail Address _____	



FORM REW-3
MAINE REVENUE SERVICES
Income/Estate Tax Division - REW
P.O. Box 1064
Augusta, ME 04332-1064
Tel. 207-626-8473
Fax 207-624-5062

RESIDENCY AFFIDAVIT OF ENTITY TRANSFEROR

36 M.R.S. § 5250-A provides that a buyer (transferee) of real property located in Maine must withhold tax if the seller (transferor) is not, as of the date of transfer, a resident of the State of Maine. To inform the buyer that withholding of tax is not required upon the disposition of State of Maine property interest, the undersigned hereby certifies the following on behalf of State of Maine :
(name of transferor)

Check only the box(es) that apply:

- ☐ The above named entity is a resident corporation that is incorporated in the State of Maine or maintains a permanent place of business in Maine as of the date of transfer.
- ☐ The above named entity is a resident estate or trust which has not established domicile outside of Maine as of the date of transfer.
- ☐ The above named entity is a resident partnership of which at least 75% of ownership interest is held by residents of the State of Maine. Limited Liability Companies ("LLCs") are considered partnerships unless otherwise classified for federal income tax purposes, in which case the LLC is classified in the same manner for real estate withholding as it is classified for federal income tax purposes.

Complete the following lines:

1. Seller's employer identification number: 01-6000001
2. Seller's Maine office address:
77 State House Station Augusta, ME 04333
3. Seller's mailing address:
SAME

The above named entity understands that this certification may be disclosed to the State Tax Assessor, by the buyer and that any false statement contained herein is punishable by fine, imprisonment or both.

G. Porteous Commissioner 05-29-18 (207) 624-7811
Authorized signature Title Date Contact person phone number

State of Maine, County of Kennebec, SS

Personally appeared before me the above named Alexander E. Porteous, and acknowledged the above
(Seller)
instrument to be his free act and deed in his said capacity. Jennifer J. Merrow
Notary Public 05-29-18
Date

NOTE: The buyer, or real estate escrow person, must retain a signed original affidavit.

JENNIFER J. MERROW
Notary Public • Maine
My Commission Expires September 17, 2023

Rev. 06/14

REAL ESTATE PROPERTY TAX DISCLAIMER

In order to complete the closing statement for the closing, it was necessary to obtain certain information concerning the real estate property taxes and/or other property-related charges and assessments from the municipality and/or other government authorities. Although every effort was made to obtain accurate information, Rudman Winchell cannot be responsible for the absolute accuracy of this information.

In the event that the information concerning the real estate property taxes and/or other property-related charges proves to be inaccurate, it shall be solely the responsibility of the seller(s) and buyer(s) to make any necessary adjustments between or among themselves; and the rights and liabilities of the seller(s) and buyer(s) with respect to such taxes, charges and assessments is wholly determined by the agreement between them.

IMPORTANT NOTICE ABOUT PROPERTY TAXES FOR BUYERS AND SELLERS

1. Under Maine law payment of property taxes is the responsibility of the person who owns the property on April 1st.
2. The buyer and seller may agree to divide the taxes between them, but if any part of the taxes is not paid, a lien will be filed in the name of the person who owned the property on April 1st. Please be aware:
If you are the seller -- even if you no longer own the property, a lien may have a negative effect on your credit rating.
If you are the buyer -- if a lien is filed in the seller's name, the municipality may foreclose on your property unless the taxes are paid.
3. Municipalities have different fiscal years and tax due dates.
4. Make sure you understand the buyer's and seller's obligations with regard to property taxes and what may happen if taxes are not paid as agreed.
5. If you feel a lien has been filed incorrectly in your name, please contact the bureau of consumer protection to determine what remedies are available to you to repair your credit rating.

These potential problems can be avoided by providing that funds are set aside in escrow at the time of closing to ensure that property taxes will be paid.

I/We acknowledge receipt of this Real Estate Property Tax Disclaimer.

Dated: May 29, 2018

**State of Maine
Department of Administrative and
Financial Services**


By: **Alexander Porteous**
Its: **Commissioner**
Hereunto Duly Authorized

Seller(s)

Bangor Holdings, LLC

By: **Thomas G. Ellis**
Its: **Manager**
Hereunto Duly Authorized

Buyer(s)

**CHICAGO TITLE INSURANCE COMPANY
TITLE INSURANCE AFFIDAVIT**

TO: **Chicago Title Insurance Company**

PROPERTY ADDRESS: **656 State Street, Bangor**

The undersigned (hereinafter collectively referred to as "owner") owner of the above property does under oath depose and say that:

1. There is no person to whom a debt is due for labor or materials furnished in the erection, alteration, repair or removal of a building or structure upon said property by virtue of an agreement with, or by the consent of the undersigned, or of a person having authority from or rightfully acting for the undersigned in performing or furnishing such labor or materials for work actually performed during the past 120 days, including the date hereof.

2. At the date hereof there are no tenants or other parties who are in possession or who have the right to be in possession of said property (except as shown below):

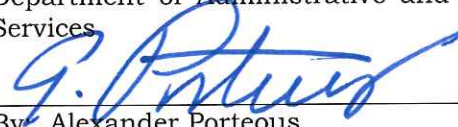
3. Neither the property nor any use thereof is in violation of restrictive covenants, if any, affecting the property.

4. The undersigned owner has no knowledge of any real estate licensee who may assert a lien against the property based on non-payment for professional services rendered by the licensee to facilitate the sale of the property.

This Affidavit is made for the purpose of inducing **Chicago Title Insurance Company** to insure the mortgage on said property and the undersigned agrees to indemnify and hold harmless **Chicago Title Insurance Company** and **Rudman Winchell** from any loss resulting from reliance upon the truth and accuracy of the statements contained herein.

WITNESS:

State of Maine
Department of Administrative and Financial
Services

By: 
Its: Commissioner

Subscribed and sworn to before me this 29th day of May, 2018.

Name: 

Notary Public/~~Maine Attorney-at-Law~~

JENNIFER J. MERROW
Notary Public • Maine
My Commission Expires September 17, 2023



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

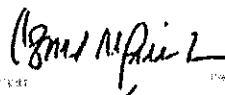
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By



Secretary

(R1916700 1 42976-075323)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C165D

ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

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CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: **Hans S. Peterson**
 Issuing Office: **Rudman Winchell**
 Loan ID Number:
 Commitment Number: **N/A**
 Issuing Office File Number: **42976/75323**
 Property Address: **656 State Street, Bangor**
 Revision Number: **N/A**

SCHEDULE A

1. Commitment Date: **April 30, 2018 at 8:00 a.m.**

2. Policy to be issued:

Proposed Policy Amount:
\$60,000.00

- a) ☒ ALTA Owner's Policy – 2006 (6/17/2006)
☐ ALTA Homeowner's Policy of Title Insurance for a
 One-to-Four Family Residence (02/03/10)

PROPOSED INSURED: **Ellis Commercial Development**

Proposed Policy Amount:
 \$

- b) ☐ ALTA Loan Policy – 2006 (6/17/2006)
☐ ALTA Expanded Coverage Residential Loan Policy (07/26/10)

PROPOSED INSURED: , its successors and/or assigns as their interest may appear

3. The estate or interest in the Land described or referred to in this Commitment is: **Fee Simple**

4. Title to the fee simple estate or interest in said Land is at the Commitment Date vested in: **State of Maine by virtue of: (a) deed from George W. Spratt, recorded December 13, 1889 in Book 601, Page 24 of the Penobscot County Registry of Deeds; (b) deed from Gibson Prescott Hersey, recorded December 13, 1889 in Book 601, Page 25 of the Penobscot County Registry of Deeds; (c) deed from the Trustees of Hersey Estate, recorded December 13, 1889, in Book 601, Page 27 of the Penobscot County Registry of Deeds; and (d) deed from Maine Veterans' Home, recorded November 18, 2008 in Book 11592, Page 296 of the Penobscot County Registry of Deeds.**

5. The Land referred to in this Commitment is described as set forth in "Exhibit A" is located at:

Street Address: **656 State Street**
 Subdivision/Condominium: **N/A**
 City/Town: **Bangor**
 County: **Penobscot**
 State/Zip: **Maine, 04401**

CHICAGO TITLE INSURANCE COMPANY

By:

Authorized Signatory

(R1916700.1 42976-075323)

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ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

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CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. All outstanding real estate taxes, water, sewer and other municipal charges to be paid at or prior to closing.
6. Seller/Borrower to provide satisfactory affidavit as to parties in possession and mechanics liens and, if new construction, an Indemnification from the seller/borrower, in order to modify or delete Exceptions 1 and 3 of Schedule B - Section 2 hereof from the Loan Policy only.
7. Seller/Borrower to provide Survey Affidavit for existing 1-4 family residential sales/purchases and refinances, a mortgage plot plan for 1-4 family residential new construction, or an instrument survey and surveyor's report in non-residential transactions in order to modify or delete Exception 2 of Schedule B - Section 2 hereof from the Loan Policy only.
8. For issuance of an ALTA Homeowner's Policy of Title Insurance for a One-to-Four Family Residence (02/03/10), including cash sales, a Maine Expanded Homeowner's Policy Affidavit (a/k/a Combined Survey/Mechanic's Lien/Persons in Possession Affidavit) along with payment of the applicable survey affidavit fee, or mortgage plot plan is required.
9. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
10. ***Quitclaim Deed from the State of Maine to Ellis Commercial Development must be properly executed and recorded.***
11. ***The Company must be provided with satisfactory evidence of the existence and good standing of the State of Maine, the authority of the entity to convey the Title to be insured, and the identity and proof of authority of the person who will execute any documents on behalf of the entity.***
12. ***The Company must be provided with satisfactory evidence of the existence and good standing of Ellis Commercial Development, the authority of the entity to create the Mortgage to be insured, and the identity and proof of authority of the person who will execute any documents on behalf of the entity.***

(R1916700.1 42976-075323)

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72C165D

ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

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CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights, facts, interests or claims of present tenants, lessees or parties in possession which are not shown by the Public Records, but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
2. Notwithstanding coverage provisions to the contrary contained in the policy or policies to be issued, any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
4. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
5. Real estate taxes and assessments, and water and sewer charges which become due and payable subsequent to the date of policy. Taxes are exempt.
6. IF THE LAND IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the State of Maine or set forth in the Master Deed or Declaration of Condominium, in the related By-laws, or in the Declaration of Trust, or Site Plans and Floor Plans as duly recorded in the appropriate Public Records and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by this policy; loss or damage arising as a result of liens for common charges and attorney's fees in the enforcement of any lien for said charge.
7. Any exception, reservation, restriction, easement or condition set out in the attached Exhibit A.
8. Exact acreage or square footage of the Land is not insured.
9. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of adjacent streets, roads and ways.

(R1916700.1 42976-075323)

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ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

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CHICAGO TITLE INSURANCE COMPANY

10. ***Sewer Easement from the State of Maine to the City of Bangor, recorded July 11, 1921 in Book 939, Page 50 of the Penobscot County Registry of Deeds.***
11. ***Water Main Easement from Eastern Maine Insane Hospital to the City of Bangor, recorded July 11, 1921, in Book 939, Page 50 of the Penobscot County Registry of Deeds.***
12. ***Water Line Easement from the State of Maine to the City of Bangor, dated July 13, 1950, and recorded in Book 1329, Page 229 of the Penobscot County Registry of Deeds.***
13. ***Outconveyance by the State of Maine to Southern Penobscot Vocational Programs, recorded March 30, 1979 in Book 2963, Page 27 of the Penobscot County Registry of Deeds.***
14. ***Utility Easement from the State of Maine to Bangor Hydro-Electric Company, recorded June 8, 1990 in Book 4661, Page 45 of the Penobscot County Registry of Deeds.***
15. ***Outconveyance from the State of Maine to the Maine Veterans' Homes, recorded May 7, 1993 in Book 5316, Page 195 of the Penobscot County Registry of Deeds.***
16. ***Outconveyance from the State of Maine to the Maine Veterans' Homes, recorded August 24, 1994 in Book 5702, Page 223 of the Penobscot County Registry of Deeds.***
17. ***Utility Easement from the State of Maine to Bangor Hydro-Electric Company, recorded June 19, 1995 in Book 5881, Page 325 of the Penobscot County Registry of Deeds.***
18. ***Easement from the State of Maine to Bangor Water District, recorded June 10, 2016 in Book 14175, Page 329 of the Penobscot County Registry of Deeds.***

(R1916700.1 42976-075323)

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ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

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CHICAGO TITLE INSURANCE COMPANY

EXHIBIT A (Legal Description)

The land referred to in this Commitment is described as follows:

A certain lot or parcel of land situated on the easterly side of State Hospital Drive in the city of Bangor, county of Penobscot and State of Maine, bounded and described as follows, to wit:

Commencing at a point marked by a 5/8" iron rebar topped with survey cap #1314 found in the southerly line of State Hospital Drive being the northeast corner of land conveyed to Maine Veterans' Homes by deed from the State of Maine dated January 25, 1993 recorded in the Penobscot County Registry of Deeds in Book 5316 Page 195;

Thence, southwesterly on a course of S 46°-55'-32" W through land of said Maine Veterans' Homes and through land of the State of Maine as conveyed to them by deed from George W. Pratt dated December 13, 1889 recorded in the Penobscot County Registry of Deeds in Book 601 Page 24 and by deed from Clara W. Gilson, et als dated December 12, 1889 recorded in the Penobscot County Registry of Deeds in Book 601 Page 26 a distance of one thousand one hundred sixty-nine and seventy-one hundredths (1,169.71) feet to a point marked by a 3/4" capped iron rebar set easterly of State Hospital Drive being the northwest corner and the true point of beginning of the parcel described herein;

Thence, northeasterly on a course of N 54°-39'-05" E through land of the State of Maine a distance of one hundred sixty and zero hundredths (160.00) feet to a point marked by a 3/4" capped iron rebar set;

Thence, southeasterly on a course of S 35°-20'-55" E through land of the State of Maine a distance of seventy-three and one hundredths (73.01) feet to a point marked by a 3/4" capped iron rebar set;

Thence, easterly on a course of N 80°-39'-01" E through land of the State of Maine a distance of one hundred sixty-four and ninety-hundredths (164.90) feet to a point marked by a 3/4" capped iron rebar set;

Thence, southerly on a course of S 18°-13'-36" E through land of the State of Maine a distance of ninety-three and forty-seven hundredths (93.47) feet to an unmonumented point in the westerly line of an easement to be granted with this parcel;

Thence, southerly on a course of S 11°-52'-48" E through land of the State of Maine and along the westerly line of said easement a distance of seventy-eight and forty-three hundredths (78.43) feet to an unmonumented point;

Thence, southerly on a course of S 20°-49'-57" E along the westerly line of said easement a distance of one hundred twenty-nine and thirteen hundredths (129.13) feet to the beginning of a curve;

Thence, in a generally southerly direction along the westerly line of said easement on a curve to the right having a radius of one hundred twenty-one and five hundredths (121.05) feet, an arc length of one hundred forty-three and fifty hundredths (143.50) feet and a chord bearing and distance of S 12°-25'-29" W and one hundred thirty-five and twenty-four hundredths (135.24) feet to an unmonumented point;

[R1916700.1 42976-075323]

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72C165D

ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

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CHICAGO TITLE INSURANCE COMPANY

Thence, westerly on a course of S 64°-03'-19" W along the northerly line of said easement a distance of thirty-five and seventy-seven hundredths (35.77) feet to an unmonumented point;

Thence, westerly on a course of S 78°-21'-28" W along the northerly line of said easement a distance of forty-two and twenty-six hundredths (42.26) feet to an unmonumented point;

Thence westerly on a course of N 76°-49'-09" W along the northerly line of said easement a distance of thirty-five and sixty-four hundredths (35.64) feet to an unmonumented point;

Thence, northwesterly on a course of N 54°-39'-01" W along the northeasterly line of said easement a distance of fifty-one and twenty-nine hundredths (51.29) feet to an unmonumented point;

Thence, northwesterly on a course of N 37°-28'-24" W along the northeasterly line of said easement a distance of ninety-nine and forty-nine hundredths (99.49) feet to an unmonumented point;

Thence, northwesterly on a course of N 35°-07'-24" W along the northeasterly line of said easement a distance of three hundred twenty-five and eleven hundredths (325.11) feet to the point and place of beginning. Containing 2.694 acres of land more or less.

Together with an easement for the purposes of _____ as shown with dimensions L1-L52 and C1-C12 on a plat entitled, "Boundary Survey for the Division of Land by the State of Maine" dated February 8, 2018 prepared by Sackett & Brake Survey, Inc. project #2018006 to be recorded in the Penobscot County Registry of Deeds

Bearings are referenced to Maine State Plan Coordinate System East Zone NAD83

All monumentation noted as ¾" capped iron rebar set are topped with a red plastic cap inscribed K.A. Sargent PLS 2450.

(R1916700 1 42976-075323)

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or

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ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

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CHICAGO TITLE INSURANCE COMPANY

- (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION (NOT APPLICABLE IN THE STATES OF MAINE, RHODE ISLAND AND VERMONT)

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

[R1916700.1 42976-075323]

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QUITCLAIM DEED WITHOUT COVENANT

The State of Maine, acting by and through its Department of Administrative and Financial Services, pursuant to Legislative Resolves 2013, ch. 53, for consideration paid, releases to

Bangor Holdings, LLC a Maine limited liability company with a principal place of business at 2402 Route 2, Suite G, Hermon, Maine 04401

a certain lot or parcel of land, together with any buildings and improvements thereon, situated in **Bangor**, County of **Penobscot**, State of **Maine**, bounded and described as follows:

(SEE EXHIBIT A ATTACHED HERETO)

IN WITNESS WHEREOF, the State of Maine has caused this instrument to be signed by its duly authorized officer this 29th day of May, 2018.

STATE OF MAINE
Department of Administrative
and Financial Services

By:


Alexander Porteous
Its Commissioner


Witness

State of Maine
County of Kennebec, ss.

May 29, 2018

Then personally appeared the above-named Alexander Porteous, Commissioner of the Department of Administrative and Financial Services of the State of Maine, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of the State of Maine.

Before me,


Name:

Notary Public/~~Attorney-at-Law~~

Commission expires: _____

JENNIFER J. MERROW
Notary Public • Maine
My Commission Expires September 17, 2023

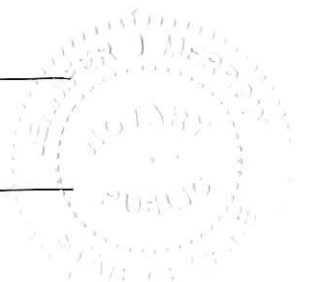


EXHIBIT A

A certain lot or parcel of land situated on the easterly side of State Hospital Drive in the City of Bangor, County of Penobscot and State of Maine, bounded and described as follows, to wit:

Commencing at a point marked by a 5/8-inch iron rebar topped with survey cap #1314 found in the southerly line of State Hospital Drive being the northeast corner of land conveyed to Maine Veterans' Homes by deed from the State of Maine, dated January 25, 1993, recorded in the Penobscot County Registry of Deeds in Book 5316 Page 195;

Thence southwesterly on a course of South 46° 55' 32" West through land of said Maine Veterans' Homes and through land of the State of Maine as conveyed to it by deed from George W. Pratt, dated December 13, 1889, recorded in said Registry in Book 601, Page 24 and by deed from Clara W. Gilson, et als., dated December 12, 1889, recorded in said Registry in Book 601, Page 26 a distance of 1,169.71 feet to a point marked by a 3/4-inch capped iron rebar set easterly of State Hospital Drive being the northwest corner and the True Point of Beginning of the parcel described herein;

Thence northeasterly on a course of North 54° 39' 05" East through land of the State of Maine a distance of 160.00 feet to a point marked by a 3/4-inch capped iron rebar set;

Thence southeasterly on a course of South 35° 20' 55" East through land of the State of Maine a distance of 73.01 feet to a point marked by a 3/4-inch capped iron rebar set;

Thence easterly on a course of North 80° 39' 01" East through land of the State of Maine a distance of 164.90 feet to a point marked by a 3/4-inch capped iron rebar set;

Thence southerly on a course of South 18° 13' 36" East through land of the State of Maine a distance of 93.47 feet to an unmonumented point in the westerly line of an easement to be granted with this parcel;

Thence southerly on a course of South 11° 52' 48" East through land of the State of Maine and along the westerly line of said easement a distance of 78.43 feet to an unmonumented point;

Thence southerly on a course of South 20° 49' 57" East along the westerly line of said easement a distance of 129.13 feet to the beginning of a curve;

Thence in a generally southerly direction along the westerly line of said easement on a curve to the right having a radius of 121.05 feet, an arc length of 143.50 feet and a chord bearing and distance of South 12° 25' 29" West and 135.24 feet to an unmonumented point;

Thence westerly on a course of South 64° 03' 19" West along the northerly line of said easement a distance of 35.77 feet to an unmonumented point;

Thence westerly on a course of South 78° 21' 28" West along the northerly line of said easement a distance of 42.26 feet to an unmonumented point;

Thence westerly on a course of North 76° 49' 09" West along the northerly line of said easement a distance of 35.64 feet to an unmonumented point;

Thence northwesterly on a course of North 54° 39' 01" West along the northeasterly line of said easement a distance of 51.29 feet to an unmonumented point;

Thence northwesterly on a course of North 37° 28' 24" West along the northeasterly line of said easement a distance of 99.49 feet to an unmonumented point;

Thence northwesterly on a course of North 35° 07' 24" West along the northeasterly line of said easement a distance of 325.11 feet to the True Point of Beginning; containing 2.694 acres, more or less.

Bearings are referenced to Maine State Plan Coordinate System East Zone NAD83. All monumentation noted as ¾-inch capped iron rebar set are topped with a red plastic cap inscribed K.A. Sargent PLS 2450.

Together with an easement, in common with others, for all purposes of a right of way including, without limitation, ingress and egress by foot or vehicle and the installation and maintenance of utility services (as defined in 33 M.R.S. §458(2)(B)) over the portion of the land of the State of Maine shown with dimensions L1-L52 and C1-C12 on a plat entitled "Boundary Survey for the Division of Land by the State of Maine", dated February 8, 2018, prepared by Sackett & Brake Survey, Inc., project #2018006, to be recorded in the Penobscot County Registry of Deeds (the "Plan").

Also hereby conveying an easement for the purpose of installation, repair and maintenance of utility and service lines in or over that certain lot or parcel of land bounded and described as follows:

Commencing at a pin on the southeasterly sideline of State Hospital Road, so called, said pin being the most westerly corner of a lot labeled "Parcel To Be Conveyed By State of Maine, 2.694 acres" on the Plan;

Thence South 35° 07' 24" East by and along the southwesterly line of said lot a distance 14.15 feet to the True Point of Beginning;

Thence South 35° 07' 24" East by and along the southwesterly line of said lot a distance of 173.16 feet to a point;

Thence South 76° 58' 07" West a distance of 470.03 feet to a point;

Thence North 13° 01' 53" West a distance of 313.91 feet to a point;

Thence North 70° 09' 49" East a distance of 40.28 feet to a point;

Thence South $13^{\circ} 01' 53''$ East a distance of 192.18 feet to a point;

Thence North $77^{\circ} 03' 45''$ East a distance of 281.85 feet to a point;

Thence North $54^{\circ} 28' 07''$ East a distance of 89.89 feet, more or less, to the True Point of Beginning.